

General conditions: dutchadesign ChoC 17187599

1. UNDERSTANDING SOMETIMES DESCRIPTIONS

- 1.1 Principals: The natural person requests or legal body, that the help or recommendation of the garden design bureau: Dutchadesign.
- 1.2 dutchadesign: The garden planner whose help or recommendation is asked as specialist to call in the area of garden designs, plantation plans, and interior plantation hereinafter: dutchadesign.
- 1.3 Assignments: The by the principal delivered and by dutchadesign ran into assignment to observe with observance of this standard conditions works as therein meant.

2. DRAFTING OF THE ASSIGNMENT

- 2.1 Prior to accept an assignment dutchadesign will in consultation with the principal define a clear drafting of content and magnitude of the assignment.
- 2.2 dutchadesign shall the principal, in case he or she desires, supply a projection of the remunerations for the fulfillment of the assignment merit and an indication thrown of the total amount of the by dutchadesign in the context of the to supply assignment to make remainder costs.
- 2.3 The remuneration of dutchadesign will be, depending on the content and the magnitude of the assignment, on proposal of dutchadesign in mutual consultation with the principal determined to one of the in article 7.1 mentioned methods.
- 2.4 First after the assignment specifically is both over the magnitude and the height of the remuneration and remainder costs as meant in 2.2 by the principal and dutchadesign in big lines has reached an accordance, can by dutchadesign an assignment be received.

3. REALIZATION OF THE ASSIGNMENT

- 3.1 Assignments at dutchadesign can come only to existence under the pertinence of these conditions.
- 3.2 The assignment comes to existence by an assignment of the side of the principal for as much possibly in accordance with a by dutchadesign set up offer (plan) of an assignment or by shipment of a written assignment endorsement by dutchadesign to the principal.
- 3.3 It wrinkle whereas does not do a harm to the competence of the parties in the agreement of realization of the assignment by all means rightly, to vindicate.

4. IMPLEMENTATION OF THE ASSIGNMENT

- 4.1 dutchadesign remonstrates with a confidence relation with the principal and conducts his corresponding. He features in the implementation of the him delivered assignment as do not commissioned of the principal with observance of it an in these conditions around here has been specifically. There holds dutchadesign the principal fitting informed of his achievements.
- 4.2 The assignment is by dutchadesign executed in the principal matched time, or in the time requires for on the one hand the fulfillment of the assignment and on the other hand taking into account the interests of the principal, barring a tense set over that the consequence is of circumstances that on dutchadesign reasonably melody can not be held against.
- 4.3 In case dutchadesign reasonably melody can demand that in relation with the strain of the assignment the enlist of a specialist on a next section area desired has been, the principal will commission turn on, in consultation with dutchadesign, this specialist or dutchadesign for that purpose.
- 4.4 In the evaluation of the question or dutchadesign the assignment on the just mode has driven away, the aesthetic value stays of his plan beyond examination.

5. DUTIES OF DUTCHADESIGN

- 5.1 The work of dutchadesign must meet reasonably melody thereby to sets section technical demands and furthermore the demands as by the principal stolen. As dutchadesign these demands did not for far substantial ion receptive consider, the his requirement is the principal thereupon to indicate.
- 5.2 The works of dutchadesign just as the from that consequent projects must can are executed. Dutchadesign must inform the principal timely and/or warn round the financial and practical consequences in it sets of more and/or further demands c.q. Economies demanded.
- 5.3 dutchadesign shall the principal over obviously confidential and/or other data, which he in the context of the practice his profession knows or thereof acquaintance has received, unless a just implementation from the assignment this necessary makes, or dutchadesign permission the principal has received till publication of the data like mentioned.

6. THE WORKS OF DUTCHADESIGN

- 6.1 The works of dutchadesign contain in an entire assignment for a garden design:
 - Getting of a temporary sketch (sketch design)
 - Getting of a definitive sketch
 - It preparation of the implementation (detail lessons)
 - Getting of a plantation plan
 - It oversee on the implementation as commissioned of the principal, when the assignment be executed by harmed or by the principal.It does not pertain the task of dutchadesign take care of the required government approvals for the implementation.
- 6.2 The works of dutchadesign contain in an entire assignment for interior plantation:
 - It to use of a plantation plan inclusive materials (plant vans)
 - Inviting tenders for of the assignment in an interior planter
 - It oversee on the implementation
- 6.3 It temporarily sketch embraced a global idea of the plan, dutchadesign cannot responsible are held cost for a global projection of the implementation.
- 6.4 It definitive sketch an effect of it is temporarily sketch where the principal processed match his adaptations, or in the missing thereof, an effect of it temporarily sketch in unchanged form. It embraces definitive sketch the drawing (and) of the entire layout of it by dutchadesign territory chart, possible perspectives and/or profiles, and possible hint of the practice materials.
- 6.5 It preparation of the implementation getting of the drawings embrace, calculations are, and the work description which necessary for the price-making and a good implementation by the principal. There can a will be derive rights serve on technical and construction drawings, this always approved by an independent sworn architect. In case desired can approach the planner here an architect and/or a landscaper for.
- 6.6 The planting plan a numbered overview embraces site ion with accompanying plant list. On the plant list stands mentions, it (section) number in accordance with the overview site ion, the scientific Latin name, establishment mate (form). The plants are selected as a result of the wishes of the principal and require the habitat. dutchadesign can not be held responsible of expiring plant material by external factors.
- 6.7 It oversee on the implementation embraced watching over the just implementation of it sketch in accordance with the sketch - and implementation site ions, leading of consultation with and giving of indications on the concerning performer over possible necessary modifications.
- 6.8 Inviting tenders for of the assignment in an interior planting holds in that dutchadesign for the principal, in case desired, a with Plants Quality trade mark offer requests for the executive works.

7 REMUNERATIONS

- 7.1 The remuneration of the works of dutchadesign can take place according to one of the following methods:
 - A: By means of an to hour rate comply or hour rates;
 - B: By means of determined amounts;
 - C: By a combination of A and B.
- 7.1.1 In case the remuneration of dutchadesign is specifically on time this is like the sum of the amounts for the hours, which spend by dutchadesign for the fulfillment of the works duplicated with the by dutchadesign handled hourly rates.
- 7.1.2 The hourly rate or hour rates of dutchadesign are yearly again determined.
- 7.1.3 The principal serves in advance by dutchadesign in acquaintance to be expressed of it hourly rate and the modifications therein which dutchadesign will bring by account.
- 7.1.4 In case principal and dutchadesign in advance a determined amount as remuneration comply will this, paid attention on the description of the requested works such specifically, that it in comparison with the A-method and with observance of it bigger that dutchadesign having this method risks delivers an apt remuneration.
- 7.2 In case after existence come of an agreement supplemental and/or contingent works by the principal are wanted or for a good turnover of the work necessary can come to appear, this only remuneration in remark in case the financial consequences thereof timely in writing on the principal have been reported and this his approval thereby has given.
- 7.3 Beside the remuneration for the observe works the principal besides owes the by dutchadesign to make costs for the assignment. Underneath are in particular:
 - Costs for possible necessary measurements;
 - Trip - and living expenses;
 - Remaining bureau cost, as far as not included in the hour rates;
 - The costs of copy, xerographic copies etc.;
 - Costs for cadastral excerpts.
- 7.4 Principals and dutchadesign can, for the remuneration of the costs like meant in Article comply 7.3 a specifically percentage of indebted amount observed in front of the assignment works or a specifically amount.

8 PAYMENTS

- 8.1 In remuneration on time bases has dutchadesign the right to invoice after every 21st day of the monthly remunerations as to the in that month observed works or on the principal to invoice conform the agreed term payment regulation.
- 8.2 In remunerations against a previously agreed amount dutchadesign has the straight his proclamations in served on the grade days of the between principal both dutchadesign terms comply and failing of an agreement to the point: For come to and on the underneath mentioned times whatever for, respective whereupon invoiced would can be.
 - 8.2.1 In assignment: Before the first sketch design for the principal is addressed;
 - 8.2.2 In approval sketch design and before this on the principal is addressed;
 - 8.2.3 For it run hidden make of the work: After the drawings and other modest, called in article 6.4 on the principal have been addressed;
 - 8.2.4 For the planting plan.
 - 8.2.5 For it oversee on the implementation: during implementation of the plan.
 - 8.3 For cost (art. 7.3): Proclamation after this have agreed emergence or according to by principal and dutchadesign terms.
 - 8.4 dutchadesign be held on the principal an uncluttered end proclamation to send with referral to these standard conditions and under problem of the by dutchadesign already invoiced amounts.
 - 8.5 Payments of all it does not on dutchadesign owe, serves befall in 14 days after invoice date, from which the principal an interest indebted will to height of the in that case applying legal interest percentage since the far fall day.
 - 8.6 The principal is not competent on the invoices of dutchadesign single amount in less ion to bring because of a by the principal put counter demand from which case then also.
 - 8.7 In case dutchadesign in misbehaviour of the principal till extrajudicial recovery measures and so necessary subsequently judicial measures, comes, come as well as the extrajudicial recovery costs, all judicial costs at welded of the defaulting principal.

9 RESPONSIBILITIES OF DUTCHDESIGN

- 9.1 The responsibility of dutchadesign towards the principal has in all cases limited till the amount that in it concerning resorted under the by dutchadesign barred liability insurance be paid. 9.2 In case dutchadesign is damage liable for, the amends can be limited in case the applicable be responsibility rules till none of the quit abate results would guide.
- 9.3 Furthermore the following responsibility has excluded categorical:
 - The responsibility for by harmed designed plans or plan parts harmed, unless this for Account and risk are of dutchadesign active.
 - Damage consequent from comply or overlook of master builders/suppliers in battle with the indications of dutchadesign.
 - Cables and controls (KLIC)
 - Measurement corrections in the field.
 - Damages on pathetic good and real estate or on persons.
- 9.4 dutchadesign is duly till confining of the damage consequent from faults, as much possibly in consultation with the principal.
- 9.5 dutchadesign only accounts towards the principal for the damage that the principal suffers as "direct consequence" of the by dutchadesign sympatric rapprochement severe fault.
- 9.6 A rapprochement severe fault in the intention of this article is a fault that dutchadesign in the good and careful implementation of his task and in normal mode of its section practice, with observance of normal advertisement under the acting circumstances must evade.
- 9.7 The responsibility of dutchadesign cancels anyhow after turnover of six months after his works for the project or project part have been finished.

10 COPYRIGHTS

- 10.1 The ownership of the by dutchadesign on principal handed over much and drawings stays in dutchadesign.
- 10.2 The principal is not competent to the work, plans and/or sketches of dutchadesign to modify and/or in changed form implement unless over that in advance with dutchadesign be submitted and this before permission has conferred.
- 10.3 The principal has just the right till implementation of it of dutchadesign originating sketch obtained after he has satisfied this remuneration for sketch design and it definitive sketch.
- 10.4 It sketch of dutchadesign can are only once executed.
- 10.5 Only dutchadesign has it only right have been sketches/drawings both charted publish and to reproduce.
- 10.6 The principal are the him handed sketches, drawings and did not chart transfer or in hands sets of harmed, except as far as the far substantial ion of the work this necessary makes.

11 PARTICULARLY TURNOVER OF A ASSIGNMENT

- 11.1 In case dutchadesign assignment received for one or several under 6.1 mentioned stages and the principal decision the assignment in an earlier stage to break, then is dutchadesign duly to observe 50% of the for the stages agreed remunerations, increased with the already made costs, in account to bring. In case the works already began are as well the worked hours in account brought.
- 11.2 In case dutchadesign the assignment finishes, because by particular, of his will independent, circumstances continuation of the assignment of him can not be demanded, has dutchadesign right on remuneration of the already observed work and the already made costs.

12 END STIPULATIONS

- 12.1 On the with dutchadesign closed agreements has been only the Dutch language right applicable.
- 12.2 In case that one or more stipulations of these general conditions puny or destructible signs to be will have the principal no claim on vanity and/or destructibility of the whole agreement.
- 12.3 All disputes, under which understood that only by an of the parties as such are viewed, that between principal and dutchadesign emergence, will are straightened by the competent right, or by an in the sector (BRAVVO) active arbitration committee, in case both parties for that purpose terminate.
- 12.4 By signature of the offer the principal explains to agree with the general conditions of dutchadesign.
- 12.5 These conditions have been deposited in the Chambers of Commerce to 's-Hertogenbosch, Oost-Brabant, The Netherlands.

According to determined to Vijmen on 01 March 2006.